

AGREEMENT BETWEEN
THE SOUTHWEST MOSQUITO ABATEMENT AND CONTROL DISTRICT
AND
WASHINGTON COUNTY

This Agreement is entered into by and between the SOUTHWEST MOSQUITO ABATEMENT AND CONTROL DISTRICT, a Utah special service district (the “District”) and WASHINGTON COUNTY, a political subdivision of the State of Utah (the “County”).

Recitals

- A. The District desires to contract with the County to obtain accounting and budgeting services, employment services, and office and operational space (together the “Services”), relative to the operation of the District.
- B. The County is willing and able to provide the Services pursuant to this Agreement.
- C. Title 11, Chapter 13, Utah Code Annotated 1953, as amended, provides for interlocal cooperation between local governmental units.
- D. The District and the County desire to make the most efficient use of their powers by cooperating with each other on the basis of mutual advantage.

THEREFORE, the parties agree as follows:

A. Accounting and Budgeting Services

- 1. Accounting and Budgeting Services. The County will provide the District with Accounting and Budgeting Services as follows:
 - a. Accounting services, including processing of accounts payable and receivable, maintaining financial records, and generating required accounting reports;
 - b. Auditing services as may be performed in-house by County staff;
 - c. Assistance to the District in the preparation of an annual budget and providing updated budget reports as requested by the District;
 - d. Monthly status reports to the District;
 - e. Assistance to the District in applying for, managing, and coordinating grants, donations, and other financial contributions.
- 2. Clerk/Auditor Employee. The County will designate an employee with appropriate accounting experience to coordinate with the District in the performance of the Accounting and Budgeting Services provided pursuant to this Agreement.

3. Employment Status of Clerk/Auditor Employees. Any employees assigned by the County to perform accounting and budgeting services under this Agreement shall at all times remain employees of the County under the supervision of the Washington County Clerk/Auditor.
4. Equipment. The County will utilize its equipment and materials in providing accounting and budgeting services under this Agreement, except that the District will pay for any financial institution fees incurred in the establishment and maintenance of any District accounts as well as the costs of printing District checks or other unique District material required for the District's operation

B. Employment Services.

1. District Manager. The County will provide a full-time, non-career service employee to serve as District Manager. The County will provide human resource management services, including personnel, payroll, and employee benefits coordination, to the District Manager on behalf of the District pursuant to the County's customs, policies, and procedures.
2. Employment Status. The District Manager will be selected by, report to and be supervised directly by the District, but will be administered as an employee of the County. The District Manager will be a full-time, non-career service employee hired and maintained by the County pursuant to and subject to the County's personnel policies and procedures. To the extent consistent with law, the County may designate the District Manager an exempt employee under the Fair Labor Standards Act. The District Manager's position is subject to the continued existence of the Agreement.

C. Office and Operational Space. The County will provide an office and related office equipment to the District Manager. The County will further provide a space for equipment storage, maintenance, and operation by the District.

D. Fee. The District will pay the County an administrative fee in the amount of \$4,800.00 for one year of services and equipment as outlined in this Agreement, payable at a monthly rate of \$400 per month beginning June 1, 2009.

E. Indemnification. The District will indemnify and hold the County harmless for the acts of the District, its agents and officers, including the District Manager, except for those acts caused by the negligence of the County.

F. Term. This Agreement shall be June 1, 2009 through June 1, 2010.

G. Termination. Either the District or the County, upon thirty days written notice to the other party of its intention to terminate, may terminate this Agreement, with or without cause. Upon termination, the County will return to the District a prorated portion

of the Fee equivalent to the balance of the time remaining unperformed under the Agreement.

H. Counterparts. This Agreement may be executed in counterparts.

I. Effective Date. The effective date of this Agreement is June 1, 2009.

Southwest Mosquito Abatement
And Control District

Washington County

By:
Its:
Date:

By: James J. Eardley, Chair
Washington County Commission
Date:

Attest:

Kim M. Haffen
Washington County Clerk/Auditor